

No. 8804-4Lab-71/26960.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Gulati Bros. Modern, Factory Area, Bahadurgarh.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA,
FARIDABAD

Reference No. 70 of 1971

Between

THE WORKMEN AND THE MANAGEMENT OF M/S GULATI BROTHERS, MODERN
FACTORY AREA, BAHADURGARH

Present—

Shri Rajinder Singh Dahyia, for the workmen.

Shri M. C. Gulati, for the management.

AWARD

An industrial dispute existing between the management of M/s Gulati Brothers, Modern Factory Area, Bahadurgarh and its workmen was referred for adjudication to this Tribunal by the Government of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, vide order No. ID/RK/65-C-71/19512, dated 26th June, 1971, with the following term of reference.

Whether the workers of the factory should be paid bonus for the year 1969-70 at a rate higher than 5 per cent bonus already paid to them. If so, with what details?

On receipt of the reference notices were given to the parties and they have filed their statements. It is however, not necessary to go into the merits of the case as the parties have arrived at an amicable settlement as per the terms and conditions of the memorandum of settlement Ex. M-1 and want the award to be made accordingly. Statements of the parties have been recorded.

I accordingly make the award in terms of the settlement Exhibit M-1, annexure 'A' which shall form part of the award. There shall be no order as to costs.

O. P. SHARMA.

Dated 4th August, 1971.

Presiding Officer,

Industrial Tribunal, Haryana,
Faridabad.

Endst. No. 858, dated the 4th August, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under by section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA.

Presiding Officer,

Industrial Tribunal, Haryana,
Faridabad.

Dated 4th August, 1971.

Memorandum of settlement under section 18(1) of the Industrial Disputes Act, 1947.

*Representing parties:—*M/s Gulati Bros. Bahadurgarh *versus* their workmen through the Bahadurgarh Potteries and General Labour Union.

Representing Employer:—Shri M. C. Gulati, Partner.

Representing Workmen:—R. S. Dhayia, President Bahadurgarh Pottery and General Labour Union.

Short recital of the case:—Demand notice, dated 14th November, 1970; Reference No. 70 of 1971.

The management have already paid 5% bonus for the year, 1969-70 to their workmen. Now they have agreed to pay 1% more to the workers for this year. This settlement will dispose off reference No. 70 of 1971 pending before the Hon'ble Industrial Tribunal, Haryana.

Signature :

Signature of the

Representative of the management.

Representative of the workmen.

Sd./—M. C. GULATI.

Sd./—R. S. DHAYIA.

Witness :—

Dated 4th August, 1971.

Ex. M/1.

(Sd)

P. O. Haryana.

Attested

Dated 4th August, 1971.

O. P. SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 8803-4-Lab-71/26962.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Bharat Textile and General Mills, Kundli, P. O. Narella, district Rohtak

BEFORE SHRI O. P. SHARMA. PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 55 of 1969

Between

SHRI KARTAR SINGH WORKMAN AND THE MANAGEMENT OF M/S BHARAT TEXTILE AND GENERAL MILLS, KUNDLI, P. O. NARELLA, DISTRICT ROHTAK

Present—

Nemo for the workman

Shri Narinder Kumar Gupta for the management

AWARD

The Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal,—*vide* Order No. ID/RK/145-A-69/28083-87, dated 14th October, 1969 :—

Whether the termination of services of Shri Kartar Singh was justified and in order If not to what relief is he entitled ?

On receipt of the reference, notices were given to the parties and they filed their respective statements. The management contested the above claim of the workman pleading *Inter alia* that the description of the management given in the order of reference as Bharat Mills Kundli was incorrect. This objection was conceded in behalf of the workman and he approached the Government for making the necessary corrections in the order of reference.

The Government made the correction in the description of the management, - vide Order No. 34404-6 dated 18th December, 1969 and instead of Bharat Mills Kundli, Bharat Textile and General Mills Kundli was given. The management, however, still contended that even this description was incomplete as the correct description was Bharat Textile and General Mills Company, Kundli. Thereafter the workman has obtained a large number of adjournments to approach the Government again for giving the correct description in the order of reference but no order of the Government has been produced. On 27th May, 1971 the date fixed for this purpose the workman did not turn up nor his authorised representative. Shri Narinder Kumar Gupta Partner of the respondent mills made his statement that the factory has since been close with effect from 1st of March, 1970 and that Kartar Singh the concerned workman had absented himself from duty without any leave or proper authority after working in the factory only for a period of 3½ months. It was further stated by him that when called upon to resume his duties Shri Kartar Singh had expressed his inability to do so because he was busy with the cultivation of his land. It was still further stated that he had received his dues in full.

However, another opportunity was given to the concerned workman to pursue his case but he has again failed to appear and his authorised representative has also not come forward to plead his case. Shri Narinder Kumar Gupta, Partner, of the management has stated that the management of the industrial concern has been taken over by M/s Goel Spinning Mills, Kundli by virtue of transfer in their favour and that he has nothing to do with the working of the mills or the present management.

In view of the facts stated above, I am constrained to observe that Shri Kartar Singh, the concerned workman is not interested in the present reference and that is why he is not coming forward to pursue his claim by giving the correct description of the management. A "No-Dispute" award is, therefore, given. There shall, however, be no order as to costs.

O. P. SHARMA,
Presiding Officer,

Dated 5th August, 1971

Industrial Tribunal, Haryana, Faridabad

Endst. No. 860, dated 5th August, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,

Dated 5th August, 1971

Industrial Tribunal, Haryana, Faridabad

No. 8806-4Lab-71/26964. - In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Motoren Industries, N. I. T., Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 64 of 1971

Between

THE WORKMEN AND THE MANAGEMENT OF M S MOTOREN INDUSTRIES, N. I. T. FARIDABAD

Present

Shri Amar Singh, Organiser I N T U C, Faridabad.

Shri Shankar Dass, President, Motoren Industries Workers Union, Regd., for the workmen.

Shri R. C. Sharma, for the management.

AWARD

An industrial dispute existing between the management of M/s Motoren Industries, N. I. T., Faridabad and their workmen was referred for adjudication to this Tribunal by the Governor of Haryana, in exercise of the powers conferred under clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947. --vide Order No. ID/FD/62-B/17847-51, dated 9th June, 1971 with the following term of reference.

Whether the gratuity scheme should be enforced in the factory? If so, with what details?

On receipt of the reference notices were given to the parties and they have filed their respective statements. It is, however, not necessary to go into the merits of the case as an amicable settlement has been arrived at between the parties and they want the award to be made in terms of settlement. Their statements have been recorded.

The award is, therefore, made as per terms and conditions given in the memorandum of settlement Ex. M-1 which shall form part of the award. There shall be no order as to costs.

O. P. SHARMA,

Presiding Officer,

Dated 10th August, 1971.

Industrial Tribunal, Haryana, Faridabad.

No. 867, dated 10th August, 1971.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,

Dated 10th August, 1971.

Industrial Tribunal, Haryana, Faridabad

FORM 'H'
(See Rule No. 58)

Memorandum of Settlement under Section 18(i) of the Industrial Disputes Act, 1947

Name of the parties	.. (1) Management of Motoren Industries, 15 Industrial Area, Faridabad, N.I.T. (2) Workmen Motoren Industries, Faridabad.
Representing Management	.. Dr. P.S. Dugal, Partner.
Representing workmen	.. (1) Shri Shanker Dass, President. (2) Shri Mam Chand, Vice-President. (3) Shri Ghanishyam Singh, General Secretary. OR Motoren Industries, Workers Union, Regd, Faridabad.

Short Recital

Whereas the financial year of the Management 1969-70 ended 30th September, 1970 the workmen through their Union Office bearers named above approached the management for settlement of the issue of the bonus and demands as mentioned in the demand notice dated 9th November, 1970. The management also proposed that issue of Grades and Scales of pay which is hanging for a long period may also be decided alongwith this issue of bonus.

AND whereas during the course of negotiations, the Government of Haryana made a reference of the dispute of gratuity for adjudication to the Industrial Tribunal, Haryana, at Faridabad, which has been registered as reference No. 64 of 1971.

AND whereas both the parties held prolonged negotiations with each other where proposals and counter proposals were put up and finally they have arrived at a mutual package deal settlement.

And whereas after arriving at a mutual settlement, the terms of the settlement were explained to all the workmen and they were required to authorise their Union Office bearers in writing to arrive at the settlement. The workmen of the management accordingly signed a letter of authority in favour of the abovenamed Union leaders and according to which they have authorised them to enter into a settlement on the terms and conditions as explained to them and also they have mentioned that the settlement will be binding on them. Accordingly the terms and conditions of the settlement are reproduced herein below in writing and are signed by both the parties.

Terms of the Settlement

1. **Bonus.** (a) It is agreed between the parties that each individual workman will be paid bonus for the year 1969-70 at the rate of 18% of the wages earned by the individual workman during the financial year 1969-70 ending 30th September, 1970. The payment of bonus is subject to other provisions of payment of Bonus Act, so far the question of set off and set on and qualifications for receiving the payment of bonus is concerned. The payment of the bonus will be started from the day of the settlement and will be completed within month.

(b) It is agreed by the workmen that they will not raise any dispute for additional bonus in any manner directly or indirectly for the year 1969-70 and it is also agreed by them that this payment will not be treated as creating a precedent for future.

2. *Issue of Grades and Scales etc.*—It is agreed as under :—

- (a) It is agreed that the existing workmen who are working in the factory and have completed atleast one years' of continuous services will be given an *ad hoc* increment from 1st October, 1971 at the following rate :

Rs 15.00 to the workmen who are getting upto Rs 200 P.M.

Rs 20.00 to the workmen who are getting above Rs 200.

- (b) For further years to come it is agreed that the following grades and scales of pay are fixed for different categories of the workmen and will continue for a period of atleast five (5) years.

Unskilled	'A'	Rs 100—5—125—6—155—7—190—8—230
	'B'	Rs 110—6—140—7—175—8—215—9—260.
Semi Skilled	'A'	Rs 120—7½—157½—9—202½—10—252½—11½—310.
	'B'	Rs 140—8—180—10½—232½—11½—290—13—355.
Skilled	'A'	Rs 160—9—205—11—260—12—320—13—385.
	'B'	Rs 180—10—230—12—290—13—355—15—430
Highly Skilled		Rs, 275—15—350—16—430—18—520—20—620.

- (c) It is agreed between the parties that the present workmen will be fixed in the grades and scales of pay according to their category, job and present pay which they will be drawing. The present emoluments will not be reduced by the management in any manner on the other hand the workmen will be fitted in the grades and scales of pay that necessary adjustments is done to bring them at a regular stage of annual increment.

- (d) That the annual increments will be payable to all the workmen according to pay and scales on every 1st of October each year subject to the condition of standing orders and that the workmen has completed one year or more of continuous service in the employment of the company.

- (e) The existing workmen are categorised as per annexure 'A' of this settlement.

3. *Gratuity.* It is agreed between the parties that the gratuity scheme as detained below is framed :

- (i) In the event of death of an employee while in service of the Company. Gratuity at the rate of 15 days average wages or salary for each completed year of service to be paid to the nominee, heirs, legal representatives administrators or assignee of the employee, subject to the condition that the workman has put in atleast three years continuous service in the factory.
- (ii) In the event of discharge by the Company or voluntarily retirement on the ground of becoming physically or mentally incapacitated of work for further service as may be duly certified by the factory's medical officer. Gratuity at the rate of 15 days average wages or salary for each completed year of service subject to the condition that the workman has put in five years of continuous service.
- (iii) In the event of retirement of any employee by the management on reaching the age of superannuation that is an age of 58 years. (a) Gratuity at the rate of 15 days average wages or salary per year of service for each completed year of service subject to the condition that the workman has served at least five years continuously in the Company.
(b) If a person is employed at an age of 58 years or an employee is retained in service after 58 years the management can terminate his service at any time and will not be entitled to any gratuity.
- (iv) In the event of submitting the resignation by an employee from the services of the company for any reason whatsoever. (a) No gratuity will be payable upto five years service.
(b) Service of more than five years but less than 8 years, gratuity at the rate of 11 days wages or salary for each complete year of continuous service.
(c) Service of more than 8 years but less than 12 years the gratuity at the rate of 13 days wages or salary for each completed year of continuous service.

(d) For continuous service of more than 13 years the gratuity at the rate of fifteen days wages or salary per year.

2. No employee shall be entitled to an amount exceeding 15 months wages or salary in any case as and when he is retired, terminated, discharged, resigns, retrenched from the service.

3. The workman who has been retrenched from the services of the company will not get the benefit of the gratuity scheme, but will be entitled for retrenchment benefit. If any employee is found guilty of misconduct within the articles of Standing Orders of the company he will be disqualified from receiving the payment of gratuity amount.

4. One year continuous service will mean for the purpose of this gratuity scheme, as defined under Section 25(B) of the Industrial Disputes Act, 1947. It is also clarified that more than six months services will be counted as a service of one year, while a service of six months or less will be ignored for calculating the gratuity. For the purpose of calculating gratuity the rate of wages or salary of the workman will be an average rate of wages as defined under Section 2 (aaa) of the Industrial Disputes Act. Wages means actual wages *plus* dearness allowance if any. All other allowances and amenities will be excluded.

It is agreed between the parties that this settlement sets at rest all the contraversial questions and disputes which are pending upto this date and workmen agreed that they have no dispute or demand for settlement at present.

6. It is agreed that this settlement is binding on both the parties in to to and the workmen agree that they will not raise any dispute or demand which may have financial implications or may cause any financial burden on the management during the period of operation of this settlement, except that the workmen can raise a dispute in respect of bonus in future in case the same is not settled amicably and mutually between the parties. The settlement dated 24th March, 1964 and 16th December, 1965 are finally abrogated by both the parties.

7. It is agreed between the parties that copy of this settlement will be filed before the Industrial Tribunal and it is also agreed that a request is made through this settlement that an award may be given by the Honourable Industrial Tribunal on the terms of this settlement.

8. It is agreed between the parties that the copies of the settlement will be sent to the following authorities for the purpose of registration and record : -

- (i) The Conciliation Officer, Ballabgarh Circle.
- (ii) The Labour Commissioner, Haryana, Chandigarh.
- (iii) The Secretary to the Government of Haryana, Department of Labour, Chandigarh for information

Signed of this 2nd day of August, 1971 at Faridabad.

For workmen :

Sd. SHANKAR DASS,
Sd. GHANSHAM SINGH.
Sd. MAM CHAND.

For Management :

Sd.—P.S. DUGGAL,

Witness (1) Sd.—R.C. SHARMA,
(2) Sd.—BANSAL.

Attested

O. P. SHARMA.

Presiding Officer Industrial Tribunal,
Haryana Faridabad.

No. 8805-4Lab-71/26966. In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s Paper & Cardware Bahadurgarh (Rohtak).

**BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD.**

Reference No. 13 of 1971

between

**THE WORKMEN AND THE MANAGEMENT OF MESSRS PAPER CARDWARE, BAHADURGARH
(ROHTAK)**

Present.—

Shri Rajinder Singh, Pahiya and Shri Chander Singh Joon. for the workmen.

Shri Harnam Dass, Partner, for the management.

AWARD

An industrial dispute existing between the management of M/s Paper & Cardware, Bahadurgarh (Rohtak) and its workmen was referred for adjudication to this Tribunal by the Governor of Haryana in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947,—*vide* order No. ID/RK/111-A-70/8884-88, dated 25th February, 1971, with the following term of reference,

Whether the workers are entitled to the payment of bonus for the year 1969-70 at a rate higher than 5% bonus already paid to them ? If so, with what details ?

On receipt of the reference usual notices were given to the parties and they filed their respective statements. The management contested the reference on several grounds pleading *inter alia* that the reference was barred by an existing settlement dated 9th December, 1970 between the parties. The workmen controverted the above plea. Evidence of the management was recorded and the case was fixed for evidence of the workmen. They have, however, led no evidence and their authorised representatives Shri R. S. Dahiya president and Shri Chander Singh Joon, General Secretary of Bahadurgarh Potteries and General Labour Union, Bahadurgarh have stated that the workers have received full payment of the amount of bonus due as per the memorandum of settlement dated 9th December, 1970 Ex. M. W. 1/1 on record and taking into consideration the financial position of the management they are satisfied with this payment and that there is now 'No Dispute' left between the parties.

In the circumstances, no further proceedings are called for in the present reference and 'No Dispute' award is given. There shall be no order as to costs.

O. P. SHARMA

Presiding Officer,

Industrial Tribunal, Haryana,
Faridabad.

Dated 4th August., 1971.

No. 859, dated the 4th August, 1971

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,

Industrial Tribunal, Haryana,
Faridabad.

The 4th August, 1971

B. L. AHUJA,

Commissioner for Labour and Employment and Secy.